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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Earl of Oxford.

MR. ASQUITH is so distinguished a member of the legal profession that lawyers of every shade of political opinion will feel deeply gratified at His Majesty's gracious offer to the veteran ex-Premier of the Earldom of Oxford. This is a historic Earldom and the grant of such a dignity is a very exceptional honour. When Mr. ASQUITH became Premier in 1908, by the way, his entry upon that high office was celebrated by a dinner of the Bar at which it was pointed out that Mr. ASQUITH was the first practising barrister to reach the highest office under the Crown. SPENCER PERCEVAL, it is true, and even WILLIAM PITT, were members of the Bar who had held briefs in their day; but both of them were men of rank who won the premiership by virtue of their rank and their political services; neither of them made his way up the ladder of success by the prestige of a legal career. Since 1908, however, the world has been moving very rapidly along the pathway of democracy. A solicitor, Mr. GEORGE, has been Prime Minister; so has an ex-schoolmaster, Mr. RAMSAY MACDONALD. Therefore the prestige of Mr. ASQUITH'S elevation no longer impresses us. But every lawyer, all the same, will rejoice in this worthy tribute to a dignified public career.

The late Master White.

AMONGST THE familiar figures of the law courts whom the hand of death has now removed is Master WHITE, who for nearly half-a-century had served in one capacity or another in the Supreme Court of Judicature. Masters are indispensable members of the great judicial machinery, but the public at large see little of them and do not realise their importance and utility to anything like the same extent as do practitioners. Quiet, unostentatious, cheery usefulness was the hallmark of Master WHITE'S career. In chambers and in court he was alike a helpful person; and his geniality and courtesy made his helpfulness doubly acceptable. For some years he did excellent service of a painstaking kind by the help he gave in the completion of the Annual Practice. Like other Masters, he was chiefly concerned with the procedure of the courts

and had little opportunity of showing whether or not he possessed the rare gift of a consummate knowledge of legal principles; but his interest in his own branch of law was very deep and his acquirements were scholarly. He was essentially a "learned" Master. His loss will be much felt.

An Inn for Solicitors.

FOUR WELL-KNOWN LAWYERS, whose letter we published last week, write to say that Clifford's Inn is now in the market and to suggest that it should be acquired by some body of solicitors and devoted to professional purposes. THE SOLICITORS' JOURNAL has often advocated the acquisition of an Inn of Chancery, which might be turned into a Inn of Court for solicitors. The question of policy, whether or not The Law Society should take the necessary steps, is a difficult one, on which we are not qualified to express an opinion. But even if The Law Society cannot consider the matter, there are other bodies which represent solicitors who might consider the question. For example, there is the Solicitors' Company. Again, a special committee of representative solicitors might be formed to raise funds and work out a policy. All this is a matter of ways and means. But, if such an end is desired and decided upon, it seems clear that solicitors must move quickly, or they may find that they have begun to move too late. Of the nine old Inns of Chancery, two have completely disappeared in the changes made twenty years ago when Aldwych and Kingsway were constructed, namely, Dane's Inn and New Inn. This is a pity, since New Inn would have made an ideal centre for solicitors; but it is useless regretting the lost opportunities of the past. Of the other Inns of Chancery, Clement's Inn, Serjeants' Inn and Lyon's Inn have been reconstructed as business sets of chambers; neither is any longer available for an Inn. Then Furnival's Inn and Thavies' Inn are no longer anything but blocks of buildings sharing the character of the obscure neighbourhoods in which they are sunk and submerged. There remain Staple Inn and Clifford's Inn. The former would be our own choice were we at liberty to select any Inn we pleased; it has a beautiful hall, quaint gardens, pleasant old wooden buildings, and is well situated near Holborn and Chancery Lane. But its hall is now in the hands of another profession, and many of its buildings are given over to banks and the patent office; therefore it is out of the question. It would seem that Clifford's Inn is practically the only choice left.

Objections to the Clifford's Inn Scheme.

OF COURSE there are difficulties in the way of the scheme for purchasing Clifford's Inn, suggested by the four eminent solicitors, to whose letter we have just referred. We have been at some pains to collect opinions on the matter, and some cogent grounds for opposition have been placed before us. No one doubts that the site is a convenient one for the purpose suggested, but there are countervailing objections, chiefly on the ground of expense, which cannot be overlooked. In the first place, the cost of the site is heavy. And, of course, the cost of the buildings would be even greater, were a new School of Law erected. Even the conversion of existing buildings to such purposes would cost considerable sums. Putting aside, however, the question of figures, it must be borne in mind that what The Law Society aimed at for a very long time was an Imperial School of Law, and if they had been supported by the Bar, this aim might have been reached. So far as we are aware no such support has been forthcoming, and it is doubtful if it is likely to materialize. This being the position, the Society's duty is to develop its own School of Law, and this it is doing. It is evident that so long as The Law Society's premises continue to provide the necessary accommodation for their students, they would not be justified in extending them. At the same time, it should be pointed out that these cogent reasons against any participation by The Law Society in the scheme do not necessarily debar some unofficial group of solicitors from endeavouring to raise a fund and acquire the premises for the use of students or of solicitors.

The Merits of Clifford's Inn.

IF WE ASSUME that the policy we have discussed is favourably considered by solicitors, then the reasons given above certainly point to Clifford's Inn as worthy of consideration. It has many advantages for a future home of solicitors. Its situation is most central; only a stone's throw from the Temple, which faces it across the Strand, from the Royal Courts of Justice, from Chancery Lane, and from The Law Society's own headquarters. Behind it stretches, all the way from Fetter Lane to Chancery Lane, the magnificent pile known as the Rolls Office, with its garden and its air of secluded academic ease. Between the Inn and Chancery Lane or the Strand are none except handsome buildings occupied by insurance societies. In front comes an ancient City Church. There is, therefore, nothing sordid or squalid in the surroundings of the Inn. In fact, in situation its amenities are only second to those of the Temple or Lincoln's Inn, and are far superior to those of the remote and somewhat dingily-environed Gray's Inn. Moreover, Clifford's Inn has a building which can be used as a Hall; it has many sets of chambers, built on the lines of those in the Inns of Court; it has also in its precincts a quaint and picturesque restaurant which might easily become the Inn Refectory. It certainly seems almost an ideal spot as a centre for articled pupils, young practitioners and the academic staff of The Law Society. In time it would acquire, probably very quickly acquire, all the status and prestige at present enjoyed by the four old Inns of Court to the exclusion of The Law Society's premises in Bell Yard. But, of course, we cannot know what reason of policy may influence the attitude of The Law Society towards such a proposal, and we cannot do more than surmise what its view of such a scheme may be.

The History of Clifford's Inn.

CLIFFORD'S INN, by the way, has a much more obscure history than any of the four Inns of Court, and even more obscure than that of some of the lesser Inns of Chancery. Antiquarians have accumulated much painful lore about its later stages, but little is known of its origin. It may have been founded by that CLIFFORD who fought so valiantly for the royalist cause in the Wars of the Roses, and at one time it would seem to have been a hostelry connected more closely with that great noble family than were the others Inns of Chancery with the families of their original founders. Each Inn, in all probability, was at first merely a sort of town-castle in which a great lord or prelate housed his numerous followers, vassels and dependent clients when he and they were in town. Gradually it became converted into a sort of college in which young men of gentle birth received a training in courtly exercises and manners. Then the lawyers, barristers, solicitors and serjeants, seem to have gained exclusive possession. After the reign of Elizabeth, the Inns of Chancery—unlike the Inns of Court—seem to have lost almost all connection with the law, although bar-students and barristers still tended to have their residential chambers there. In some cases attorneys, solicitors and proctors, then three separate professions with exclusive rights of law-agency in the Common Law, Chancery and Ecclesiastical Courts respectively, seem also to have dwelt or practised there. But almost everything about these Inns of Chancery is really a matter of theory rather than ascertained knowledge. Guide-book information about them must not be taken too seriously

An Unsuccessful Prison Experiment.

WHAT LOOKS at first sight rather like a situation in a GILBERT and SULLIVAN opera was adverted to by the Lord Chief Justice, presiding over the Court of Criminal Appeal, in dismissing the appeal of *Everett* v. *Rex*, *Times*, 20th inst.

Here the prisoner had received in 1918 a sentence of seven years' penal servitude for uttering forged currency notes. His sentence was altered to preventive detention and he was sent to Camp Hill, where, apparently, he was put to work upon the trade of engraving! On leaving prison he seems almost at once to have reverted to his former mode of life, and he had now been convicted again of possessing and uttering forged currency notes. Lord HEWART suggested that the facts required investigation; but we do not suppose that anything very unusual has occurred nor anything opposed to sound routine of prison administration. The case simply illustrates in an unusually graphic form one of those constant difficulties arising out of well-meant efforts to improve prison methods of dealing with criminals which are only too familiar to the harrassed prison office official, although reformers "in a position of greater freedom with less responsibility" are apt to overlook them. Nowadays, everyone desires to make prison treatment not merely punitive but reformatory as well. It is particularly desired to assist the prisoner to better ways by teaching him some trade or form of work for which he shows an inclination, and in which he may earn his livelihood when he leaves the gaol. A man with a gift for engraving might very naturally be put upon such work. But the trouble is that when the prisoner does get out into the wide world again, he cannot find employment in this new skilled vocation he has learned. Respectable citizens are chary of employing a gaol-bird. Even philanthropic firms cannot employ him in practice unless he has been admitted to the trade union which controls his craft, and trade unions, which will not readily admit even disabled ex-service men, are not willing to alter their rules in favour of ex-prisoners. One cannot blame them; even the Bar and the Law Society do not admit men who have been in gaol unless it was for a political offence. Colonies in less stringent subjection to the trade unions, such as Canada, do not permit the immigration of persons convicted of serious crimes. That being so, the ex-convict cannot make use of the craft he has learned in prison in any honest way, and too often returns to crime. This shows one of the obstacles in the way of humane prison discipline, but it ought not to block the path of progress.

Control of Congested Traffic in London.

IT WAS ANNOUNCED in *The Times* on Friday, 9th inst., that the London Traffic Advisory Committee have approved a list of London streets in which they consider traffic to be unduly congested, and have recommended that the Ministry of Transport shall exercise its statutory power under the London Traffic Act, 1924, in regard to these thoroughfares. As *The Times* goes on to point out in a later issue, the Advisory Committee has no executive powers, and therefore the actual names of the streets scheduled as being unduly congested will not be officially published until the Minister has approved of the Committee's recommendations. The duty of the Committee is merely to make recommendations; it is for the Minister himself to say whether or not those recommendations should be put into force. Under the London Traffic Act the Minister has very wide powers to deal with these "restricted" streets. Clause 7 enables him to limit the number of omnibuses plying for hire on certain "restricted" streets within the City of London and the metropolitan police district. He can also prohibit altogether, if necessary, the running of omnibuses on these streets, and he can determine the omnibus proprietors whose vehicles might ply for hire. Clause 10 gives the Minister power to make special traffic regulations. These include, among others, the following:—

For prescribing the routes to be followed by all classes of traffic, or by any particular class or classes of traffic or vehicles, from one specified point to another, either generally or between any specified times;

For prescribing streets which are not to be used for traffic by vehicles of any specified class or classes, either generally or at specified times;

For regulating the relative position in the roadway of traffic of differing speeds or types;

For prescribing the places where certain vehicles may or may not turn round;

For prescribing the number and maximum size and weight of trailers which may be drawn on streets by vehicles;

For prescribing the conditions subject to which and the times at which goods and merchandise may be collected and delivered in certain streets, and the conditions subject to which and the times at which street refuse may be collected;

For prescribing the conditions subject to which and the times at which horses, cattle, sheep, and other animals may be led or driven in the streets.

The Minister also has power to deal with the case of broken-down vehicles in the streets, the use of stopping places for public conveyances, the employment of sandwichmen for advertisement purposes in congested streets, etc.

The Constitutional Status of the Dominions.

FOUR YEARS ago THE SOLICITORS' JOURNAL published a series of articles on "General Smuts' Theory of the British Constitution," in which there was discussed the historical and juridical notion which lie behind the new claim of the Dominions to an equal status in Europe and the world with the Imperial Government. Canada is now the leading exponent of this new view, and we gather from a recent article in *The Times* that prominent Canadian jurists and politicians are now stating this view in very strong terms. In a speech at Toronto Sir CLIFFORD SIFTON discussed the "status of Canada as a nation," and said that it was doubtful if public men realised how unreservedly the principle of equal status was accepted in England. The old notion of colonial dependency was considered an anachronism, and the war had made it an absurdity. The principle of absolute equality was obvious, but there were doubters among politicians and publicists in Canada and elsewhere whose opinions on the subject were mid-Victorian. It was essential, he continued, that the Dominion should have the diplomatic status which, in principle, it had acquired and be given complete and international recognition. This was particularly necessary in North and South America, where business was developing rapidly and becoming increasingly important. No real difficulty should be encountered, for he was convinced that everyone in Great Britain was ready to grant the Canadian demand. As to Dominion representation at peace conferences, Sir CLIFFORD SIFTON said: "We do not intend to pay the piper and have no right to call the tune. The real difficulty of equal status is in connection with peace and war. Great Britain is a world Power, militant and imperialistic, which has taken possession of vast productive regions of the earth and means to hold them, peacefully if she can, forcibly if she must. The self-governing Dominions are youthful, peaceful communities, having no sympathy with war and desiring only to be allowed to proceed with their own peaceful developments." Sir CLIFFORD further declared that the wisest men in the world would be needed to bring their sane and honest opinions to bear upon this question before a satisfactory solution was achieved. "To work out a more or less permanent system under which we shall remain part of the British Commonwealth of Nations and at the same time not be called on to do violence to our conception of national duty and the interest of Canada is the task of the immediate future." These remarks of this distinguished publicist make clear how urgent is the problem before our jurists, that of finding some sound constitutional solution for the very difficult issues which arise out of the possible divergence of interests in foreign policy between Britain and each of the Dominions.

The Career of Lord Blackburn.

RECENT ELEVATIONS to the Bench have called attention to the famous precedent of Lord BLACKBURN. But that

eminent law reporter, author, judge, and law-lord is so completely forgotten by the present generation that many persons have actually enquired of us the details of his career. These are capable of a very brief statement. COLIN BLACKBURN was born in Dumbartonshire in 1813, and his family was well known to his compatriot, CAMPBELL, who took the bold step of placing him on the Bench. A country gentleman's son by birth, he went to Eton and Cambridge, where in 1835 he graduated as eighth wrangler. In 1838 he was called to the Bar of the Inner Temple and joined the Northern Circuit, where his chief practice lay at Liverpool Quarter Sessions and at assizes in that city. He got little or no work at the Bar, and at last was forced by poverty to take up law-reporting as a source of livelihood. Then he published his classic on the Law of Sale, which ranks ahead even of BENJAMIN as a scholarly and profound exposition of that all-important commercial contract. If BENJAMIN is the broader and more detailed work, BLACKBURN is the finer source of the deeper principles, and the astute practitioner knows by instinct to which of those two treatises he must turn if he desires to find the law he seeks. It was in 1859, when only forty-six, that BLACKBURN was made a King's Bench Judge at the instance of Lord Chancellor CAMPBELL, and a few years later he became one of the Lords of Appeal in Ordinary.

New Professional Bodies.

ESTATE AGENTS nowadays come into contact with solicitors in so many spheres of life that the formation of two new societies which aim at comprising within their ranks every properly qualified member of the profession of land agency or house agency is incidentally of interest. Two new corporate bodies of this kind appeared last year. One of these is the National Association of Auctioneers, Surveyors, Rating Experts, Valuers and House Agents, Limited, which was formed under the provisions of the Companies (Consolidation) Act, 1908, but for purely professional and educational objects. It has enrolled over 1,600 members in London and the provinces, including a few estate agents to the nobility, and large numbers of University men, who have selected estate management as their profession. It has founded an educational establishment called the London College of Incorporated Estate Practitioners, with a staff of lecturers, which arranges both to grant a diploma of its own in "Estate Agency," after examination, and also to prepare students for the London University degree of B.Sc. (Estate Management). This would appear to be a rival college to the similar institution in Lincoln's Inn Fields, founded five years ago by the Institute of Auctioneers in conjunction with the professional organization of Surveyors, and known as the "College of Estate Management." It appears to have been so fortunate as to secure headquarters at 25, Old Square, Lincoln's Inn. Last year its staff delivered an interesting series of public lectures on various subjects connected with Estate Agency, in Prince Henry Room, Temple Bar. The members of the Society adopt the designation of "Incorporated Estate Practitioners."

The Incorporated Society of Auctioneers.

ANOTHER PROFESSIONAL society which appears to have similar aims, the Incorporated Society of Auctioneers and Landed Property Agents, which was recently granted incorporation without the use of the word "Limited," is going rapidly ahead. Its membership is already over 600, and includes some of the best known names in London and provinces. It may be remembered that this Society was formed to oppose certain clauses in the Bill promoted by the Auctioneers' Institute and Surveyors' Institution, which called for adverse comment in our columns. We notice amongst its honorary members the names of Sir Thomas Inskip, K.C., M.P., Sir Harry Brittain, M.P., W. G. Perring, J.P., M.P., and many other prominent supporters, and Sir R. Woodman Burbidge, Bart., C.B.E., is its first President. The Society's offices are at 42 Finsbury Square, E.C.2.

Earl Asquith of Oxford: An Appreciation.

HIS Majesty has shown a gracious sympathy with the moods and sentiments of his people in offering at this moment an earldom to Mr. ASQUITH, and offering it in terms so flattering to the high distinction of the veteran ex-minister, that the recipient of the proffered honour could find no way of refusing it. At the moment when the great Liberal Party seems broken, and for ever shattered, as was the fate of the great Whig Party, its forerunner, a century and a half ago, the maxium *De mortius non nisi bonum* appeals to every normal Englishman. There is a generous readiness to forget former grounds of antagonism to Liberal principles and practice which Conservatives have strongly felt in other days; there are remembered only the great services of a party which certainly has played a very leading part, for good or for evil, in the history of Modern England. And a tribute to the passing of a great national political force naturally shows itself in the bestowal of high dignities upon the last, who is also by no means the least worthy, of its historic leaders.

The honour paid to Mr. ASQUITH is even greater than it seems, for on his behalf there has been revived that English Earldom which has always been first in prestige among its fellow peerages. The Earldom of Oxford, curiously enough, was the peerage over which the great fight took place eighteen years ago, before the Committee of Privileges of the House of Lords, which finally determined the modern legal character of a Lord of Parliament. In early Norman and Plantagenet times, peerage was an attribute of the possession of land. The manor was the lowest unit of land the holder of which belonged to the class of nobles or gentry (seigneurs, in the familiar French equivalent; lairds, *i.e.*, lords in Scotland), whose estate was capable of being a fief held directly of the Crown. But usually manors were held only *indirectly* of the King; they were grouped together in bunches of about six, called "Honours" or "Baronies," the holder of which was a hereditary member of the House of Lords, and originally was overlord or feudal superior of the varied lords of the manor. Sussex, as is well known, contained four great "Honours" of this kind, and other counties were similarly sub-divided. These "Baronies," in their turn, were grouped in counties under a feudal chief called an Earl, who had one or more deputies or seconds-in-command, called Viscounts. Groups of counties, in their turn, formed Dukedoms, or, if on the borders of other countries, such as Wales or Scotland, Marquisates. On the Continent there existed other feudal ranks unknown to England, *e.g.*, Prince or Grand Duke (which, in Germany, Russia, and Italy had nothing to do with royalty; it meant merely a Duke whose fief was independent of the Emperor or Czar in everything except foreign and feudal administration); Vidame, which in France meant the secular head of an ecclesiastical fief; and Burgrave, which in Germany meant a baron who was hereditary Mayor or Governor of an important city.

Originally, then, a peerage was annexed in England, as elsewhere in Europe, to the tenure of an estate, which must be either a barony (*i.e.*, six manors) or of larger denomination. There is some evidence that every holder of six manors could in Norman times claim to be enrolled among the King's *comites* or *peers*, and could insist on receiving a summons to the House of Lords in person, instead of being summoned by the sheriff, like the mere holders of manors, to elect with his fellow squires two knights of the shire. But gradually in the Lancastrian period, tenure by barony was replaced by a new form of hereditary peerage: the issue of a summons to sit in the House of Lords was deemed to confer on its holder the dignity of a baron, whether or not he held a barony, and his descendants inherited his dignity. Finally, in Tudor times, the Writ of Summons was replaced by Letters Patent,

conferring an entailed barony, or some higher peerage, on the patentee, who thereupon could insist on receiving the Writ of Summons to sit amongst the Lords of Parliament. That, of course, is now the universal way of creating peers.

But it was only very gradually that tenure by barony was displaced by the two later forms of creating a peer. In fact, it was replaced by a false analogy; people confused the Writ of Summons, due to the holder of a barony estate, with the origin of his right to sit in the House of Lords. In a word, they confounded the result with the cause, the document of title with the dignity it represented. But once this confusion had been made, it fitted in so well with the dying of feudal ways, that it soon ousted altogether the older order. Twice, however, in the last century or thereabouts, attempts have been made to revive. In 1819 the DYMOKE OF SCRIVELSBY claimed a barony as the holder of one of those old "Honours," and a Committee of the House of Lords delivered a famous report to the House, rejecting his claim, since known as the "Report on the Dignity of a Peer," which is still the chief authority on the history of peerages and the gradual obsolescence of the older form of peerage by tenure. In 1906 a similar claim was revived by the lineal descendent of a twelfth-century Earl of Oxford; and this claim was definitely refused by the House of Lords on the ground that tenure by barony was now obsolete.

The Earldon of Oxford, then, is one of note in English history. The MOWBRAYS held it for a time, and perhaps—were the old theory still in force—might hold it still. In last century the DE VERES held it for a generation, quite the most feudal and aristocratic of all the great noble names of the Angevin Empire, whether in England or France. TENNYSON, of course, in classic verses, has used the name "Clara Vere de Vere" as typical of calm, arrogant and heartless aristocratic beauty. After the DE VERES had vanished from this dignity, it passed for a generation or two at a time into other hands; but ever seems to have been ill-fated; its possessors usually died out before a third earl had enjoyed his title. Sir ROBERT HARLEY, ere at last driven from power, became EARL OF OXFORD and Knight of the Garter; but his direct lineal descendants did not survive the eighteenth century. Now it has been conferred on a Liberal statesman of our own times, who, allowing for great differences of temperament and training, is not without many marks of political character which were also those of his predecessor in title.

EARL ASQUITH OF OXFORD will doubtless be remembered in English history as the last of the Liberal Statesmen. For the popular party in England changes from century to century in a way that scarcely happens to its more stable foe, the Conservative party. By whatever name it has been called, Cavaliers, Tories, Conservatives, Unionists, the moderate party in the State has stood always for the maintenance of our old social order and the discipline which our economic system applies to all classes; it accepts always the minimum of change necessary to adapt that order and that discipline to the changing needs of newer ages. But the people's party has differed much more widely in its principles and sentiments. Protestants, Puritans, Whigs, Liberals, Socialists; these stand for very different ideas. Each successive form of the popular sentiment, indeed, usually regards with antagonism that which preceded it; Liberals despised Whigs and Socialists regard Liberalism with aversion. In fact, as it winds on its tortuous path throughout the centuries of English history, democracy, like a serpent, seems to slough and throw away its skin, about once a century, presently reappearing in a new guise and under a new name.

Now, EARL ASQUITH is a Liberal of the Liberals. He is not a Whig. The Whigs stood for a certain love of the territorial landed system, coupled with a shrewd respect for the moneyed interest and a certain condescending tone, partly of patronage, but much more largely of contempt, towards the academic and intellectual world; these to Mr. ASQUITH are quite alien. He is essentially three things. In the first place, he is a man of the middle classes, sober, decorous, industrious, simple and almost homely in his personal life, admiring and respecting the aristocracy and society, and moving with distinction in it, but not really caring for its too artificial, too ceremonious, and too labouriously-indolent habits and ways of life. In the second place, he is a distinguished Oxford man, a scholar and a gentleman, at once a lover of the classics without any tinge of poetry or romanticism in his nature, and a philistine adherent of the orthodox academic views of his day in economics, philosophy, politics, science, religion, without, however any enthusiasm or any tendency to doctrinaire extremes. He is essentially and ineluctably academic for good or for evil. And in the third place, he is a member of the Bar who made his way without influence, by sheer force of brain and will into a high place both in the legal and in the political world at an exceptionally early age, at a time when such success was not so common as it is now. These three tendencies; the sober common-sense of the *haute bourgeoisie*; the academic disdain for dreamers, vulgarians, demagogues and mere upstart plutocrats, which marks the distinguished Oxford Don, the resourcefulness, debating readiness, and tendency to make out a plausible case for the side he is in duty bound to defend, which necessarily are attributes of a successful advocate; such are the plain and obvious characteristics of the late Liberal leader.

The story of Earl ASQUITH'S career is simple and uneventful. Born of a Yorkshire nonconformist family, he was educated at one of those lesser public schools which have been established for centuries in the Metropolis by the great City Companies of London and which have done yeoman service in rearing able and high-minded members of all the learned professions. Going to Balliol with a scholarship, he soon won the foremost place in the University, as scholar and union orator, his only rival being Lord MILNER. His own career at the University has never been surpassed for academic brilliancy, except, strangely enough, in our own day, by three of his own sons, one of whom—the brilliant, high-spirited and picturesque, if somewhat dilettante and exoteric, not to say disdainful, genius, Raymond, fell in France while leading his platoon of the Guards in a daring attack on the German trenches. Leaving Oxford, ASQUITH came to the Bar and gradually, but not too gradually, made his way into a sound common law practice of the heavier order: Divisional Court work, commercial cases, arbitrations, and such forms of remunerative but not-very-much-heard-of work. At thirty-five he entered the House of Commons, where his dignified, vigorous, and beautifully delivered speeches, full of keen logic and sound learning, at once won the attention of Mr. GLADSTONE. A junior brief on the Parnell Commission helped to bring him into public fame. Then, in 1892, when only nine-and-thirty, he became Home Secretary, and from that moment his career was one of uninterrupted progress—or interrupted only by the inevitable alternation of office and opposition which marks the two-party system—until he became leader of his party, Prime Minister, and the parliamentary chief of the nation while the Great War ran its first three years.

Earl ASQUITH'S part in directing the Great War is so much a matter of bitter controversy that we will leave it undiscussed. But his quiet dignity in office and after he fell from office, his self-restraint and self-discipline, his magnanimity towards those Liberal coalitionists whom he deemed to have deserted him, his lofty and serene bearing in adversity; these are not matters of controversy but of undoubted fact, and have won him the respect, not only of the nation-at-large and of the House of Commons, but even of his most implacable die-hard foes. Here it is only worth while mentioning the absence of all personal aims or views which Earl ASQUITH displayed during the war. He had four very brilliant sons, every one of whom might well have claimed and received some safe, though useful, staff appointment, even if he had not been the Premier's

son. But nothing of the kind happened. Each of the four entered, not merely the Army, but infantry regiments where danger is greatest and chances of promotion least. Each saw constant and hard fighting. One fell in battle and one lost a limb; the others, we believe, suffered severe wounds. There could be no surer tribute to the pure public spirit with which Earl ASQUITH has refused, almost scornfully refused, to take the slightest gain for himself or his family out of the high positions he has held at the helm of national affairs.

As a man, Earl ASQUITH is at once dignified and genial, firm and rather reserved, yet homely and humane. As a lawyer he is sound and scholarly, but not markedly brilliant in his insight into legal principles or his skill in manipulating them to win a client's cause. As an orator in the House of Commons he has no equal amongst his contemporaries. In the last Parliament, whenever he rose to speak, the House filled as if by magic, and till he sat down the fall of a pin could have been heard. Standing upright and disdaining gesture, with a beautifully strong, melodious and distinguished voice, his utterance fluent but deliberate and rather slow, his style remarkable for the ease with which he always finds the very best word or phrase, his method brief but lucid and orderly, his matter at once high in tone, logical and eminently commonsensible, not exactly eloquent and yet quite devoid of the conversational style so usual to-day, he is essentially an orator of the classical type. The Roman Senate, the Sheldonian Theatre at Oxford, seem the fitting homes for his speeches. He belongs, indeed, to the best Roman type, austere, dignified, public-spirited, upright and fundamentally virile.

LAUDATOR TEMPORIS ACTI.

The Construction of a Statutory Exemption.

IT is one of the best authenticated formulas which surround the interpretation of a statute that all statutes must be construed *against* the Crown when they impose liabilities or penalties upon a subject. It is not so thoroughly accepted but equally sound in principle that such statutes must likewise be construed *against* the subject when they confer upon him, or upon any special class of subject, a privilege not enjoyed by others. But this latter rule, although seemingly the converse of the former, yet nevertheless appears to conflict with an equally familiar rule of construction, namely, that deeds must be construed *against* the *grantor* and in favour of the *grantee*. Now the Crown is, in theory of law, grantor of a statute, and the subject is grantee. Therefore the necessity arises, in order to give effect to both principles, that the grant of a privilege to a subject by the Legislature should be construed *in his favour* as a grantee, but *against* him as recipient of a special *privilegium*. How is this apparent inconsistency to be resolved?

The answer, we think, consists in drawing a distinction between "subject" when it means "every subject," and the same term when it means "some subjects only," such as a class or a *persona designata*. In other words, to use logical phraseology, one must distinguish between the "universal" and the "particular" uses of the term. It is in its "universal" form, when it means "every subject," that the subject is the "grantee" of a statute; *i.e.*, a statute is essentially, in theory of jurisprudence, and in its historical origin, a response from the Crown to a petition of its subjects, expressed through the Three Estates in Parliament assembled, granting to them *as a whole* the rights prayed for. The parties to such a deed are (1) the Crown, and (2) the subjects as a body. Where, however, a statute expressly refers to a particular class of subjects, *e.g.*, dockowners, and gives them special rights not conferred on others, this class of subject is not a "grantee" at all, in the sense of being the grantee-party to a deed. *That* "grantee" is still the whole body of subjects, and the special *privilegium* conferred on the special class is really an exception to or a limitation upon the rights given to the subjects as a whole. In other words, the Crown *reserves* by the *privilegium*, in favour of a special class, certain rights given to subjects at large. Really, therefore, what appears at first sight to be a grant to the subject, is in all such cases a reservation in favour of the Crown retained out of the general grant to the subjects at large. In other words, the recipient of a privilege is really identified with the grantor-party, the Crown, and not with the grantee-party, the subjects at large. Therefore, the rule construing grants *against* the grantor really applies *against* him as sharing in the Crown's reservation as grantor. In the way the rule that a statutory privilege must be construed *against* the recipient is seen to be only a special case of the larger principle that a grant must be construed *against* the grantor, paradoxical though it may seem to identify the recipient of a *privilegium* with the grantor, not the grantee.

If one bears in mind this piece of rather fine, but really simple and quite unanswerable logic, one will escape from most of the apparent dilemmas arising out of the necessity of applying to the construction of statutes either the one or the other of two rules falsely supposed to be inconsistent, which are constantly cropping up in actual practice. The application of the rule, we think, saves much trouble that confronted three successive courts in the construction of two statutes in *Port of London Authority* v. *Mayor of Woolwich*, 1924, A.C. 936. In this case the Divisional Court unanimously adopted one construction of the statute: they applied one of these rules. The Court of Appeal unanimously reversed this construction; they applied, or thought they were doing so, the other rule. The House of Lords, by a majority of four judges to one, affirmed the Court of Appeal.

The point is in terms easily stated. Before the coming into force of the London Government Act, 1899, general district rates were levied in metropolitan parishes by virtue of the Public Health Act, 1875. Under the rating sections of that Act, s. 211, docks consisting of land covered with water were assessable to the general district rate upon one-fourth only the net valuation; in other words, such premises received statutory exemption or *privilegium* of three-quarters of the rate. The London Government Act, 1899, created metropolitan boroughs with general borough rates in place of the pre-existing local district rates. By a scheme made in accordance with the Act, Woolwich became one of those metropolitan boroughs, and therefore had a general rate. The rating sections of the Public Health Act, 1875, so far as Woolwich is concerned, were repealed as from 1st April, 1901, the date of the coming into force of the London Government Act, 1899, for rating purposes. But by cl. 2 of the London (Rating) Scheme, 1901, made in accordance with the London Government Act, 1899, effect was to be given "to any exemption from any existing rate." Clause 6 defined "existing rate" as any rate leviable in a metropolitan borough before 1st April, 1901. The short point was whether, after 1st April, 1901, the docks in Woolwich retained or lost their pre-existing exemption from three-quarters of the general borough rate. The reply of the courts is that this exemption is retained by docks existing *before* 1899, but not by docks coming into existence *after* 1901.

Now there is plainly some sort of ambiguity in the combined provisions of the statutes and of the scheme. If the effect of such an ambiguity were to create a grant in favour of all classes of ratepayers, *i.e.*, in favour of the subject at large, such ambiguity ought to be construed so as to enlarge the benefit of the grant to the wider of the two interpretations. But since the ambiguity does not create a grant in favour of every subject, but merely a *privilegium*, in this case a statutory exemption from three-quarters of the rates paid by others, it must be construed—in favour, it is submitted, of the

subject at large—*against* the recipient of that *privilegium*, *i.e.*, in such a way as to limit its extent and scope so far as possible. That being once recognised, it is clear that the correct construction of the words "existing rate" is to limit the exemption to cases in which there was an "existing rate" charged on the dock claiming exemption at the date when the statute speaks, namely 1st April, 1901; this, of course, excludes any new docks thereafter constructed, for such docks did not then exist nor could they then be paying an "existing" rate.

It is interesting to note that this view, taken, as we have seen, unanimously by the Court of Appeal, and all but unanimously by the House of Lords, but which did not commend itself to the Divisional Court, was expressed at the time in a *dictum* in a judgment delivered by Mr. Justice CHANNELL in *London and India Docks Co.* v. *Borough of Woolwich*, 1902, 1 K.B. 750, at p. 759. In that case, the question was raised whether *any* dock at all, including those already in existence in 1901, still retained the benefit of the old exemption; the contention against the retention being an argument that the new borough rate was not an "existing" rate. This view the Court rejected, on the sound ground that the borough rate simply replaced the district rate, and must be treated as its equivalent. The House of Lords has now affirmed its correctness as beyond dispute *in the case of docks existing prior to* 1901. Now Mr. Justice CHANNELL went on to say in his judgment: "I think I ought to add that in my view, so far as any future hereditaments are concerned, that is, if a new dock is made in Woolwich, it is intended that the general law should apply to these hereditaments. I understand the meaning and intention of s. 10 (1) of the London Government Act, 1899, and the scheme made under it to be to prevent particular persons in Woolwich, who were the owners or occupiers of hereditaments to which the exemption applied, from being rated any higher in future. It is for that reason that I do not think that our present decision that the partial exemption of the appellants' premises continues, is in any way contradictory to the express enactment in s 19 (1), that Woolwich should be placed under the general law applicable to the metropolitan borough. I think that Woolwich is placed under the general law applicable to the Metropolis with regard to the future, and that if a new dock is made it will come under that general law." Persons constructing docks in Woolwich *after* that date naturally had this *dictum* in mind, and therefore can scarcely have constructed docks under the illusion that they would receive the three-quarters exemption. So that no hardship to the special class claiming the *privilegium* can be said to have resulted from the decision.

En passant, an interesting speculation suggests itself as to why s. 211 of the Public Health Act, 1875, gave this large exemption to land covered with water, whether docks or otherwise. It is one, of course, of a number of exemption clauses found in the section, others being arable land, pasture land, woodlands, etc. The reason, as suggested by Lord ATKINSON in his judgment in *Port of London Authority* v. *Woolwich Corporation*, *supra*, at p. 254, would seem to be that in 1875 such premises derived little benefit from the services rendered for the expenditure of a district rate. But by 1901 rates had so completely lost all relation to the proportion of benefit *directly* gained from them by the occupants charged, that the Legislature can scarcely have intended to continue an existing exemption based on this principle. Schemes made under an Act, of course, must be deemed to be based on the intention of the Legislature as disclosed in that Act. A question of some importance may possibly arise some day, as to how far a scheme, made under an imperative direction in a statute for the purpose of carrying out the statute, is to be deemed a part of the Act itself. But that problem did not in this case arise.

PONTIFEX.

A Defect in the New Law of Intestacy.

[This has been sent us by a Devonshire correspondent, and we print it because of its general interest, without assuming responsibility for the opinions expressed.]

An industrious small farmer or trader, clerk, artisan or servant, marries and has children. The husband and wife are thrifty, and besides a houseful of furniture the husband saves about £1,000. His wife dies, leaving young children, and her husband a widower surviving. The husband marries again and has no children by his second wife. He then dies intestate, leaving his second wife as his widow and his children by his first wife surviving.

Under the Law of Property Act, 1922 (the operation of which has been postponed to 1st January, 1926) unless amended in the meantime, the widow will take the whole of her intestate husband's estate to the exclusion of his children, which is manifestly unjust to the first wife and her children. Men of small means who have families nearly always marry again, and the stepmother, when left a widow, will be a sort of heiress and is pretty sure to be married again, when her second husband will get control of the whole of her first husband's estate, and anyhow she has the disposition of it and will naturally give it to her second husband or her own relations, and the children of the thrifty husband and first wife who saved the money and took care of it will be penniless. The possibility of this result will add a new terror to the death-bed of a deserving wife and mother, who will dread the advent of the other wife. And not only is the new provision unjust to her but also to the father, as he would naturally wish his own children to share in his savings.

It is to be remembered, too, that the object of a Statute of Distributions is to make just regulations as to succession when it has been ascertained that a person has died intestate, and not to put pressure on people to make wills, and that it is people of small means who usually die intestate, and not people with large estates whose property is generally regulated by settlements and wills. It is suggested that where there are issue, the surviving spouse should only take the furniture and an amount equal to reasonable funeral expenses, and that the deceased's children should share in the rest of the estate, even if it does not exceed £1,000.

WM. POPE, Crediton, Devon.

Readings of the Statutes.

The Conveyancing (Scotland) Act, 1924.

II.—THE FEU-CHARTER.

As pointed out in the first article of this series the fundamental instrument used in Scots Conveyancing is the feu-charter. Owing to the absence of any statute corresponding to the English *Quia Emptores*, and owing therefore to unlimited possibilities of sub-infeudation, the feu-charter is used in Scotland for a variety of purposes which in England would be effected in different ways, *e.g.*, the conveyance of a freehold estate, the creation of a rent-charge in perpetuity, or the demise of a long term. All these, indeed, are possible even in Scots Conveyancing, but they are less often met with in practice; in fact, there is no necessity for them. The feudal system can be adapted to every utilitarian purpose of modern life.

PROPERTY WHICH MAY BE GRANTED IN FEU.

In Scotland every heritable subject capable of being alienated commercially can be granted in feu. "Heritable subject" is the Scots equivalent of the English "real property." It includes both Corporeal and Incorporeal

Hereditaments; therefore all easements and *jure in alienio solo* are comprised within the term. Formerly there were three exceptions to the class of heritable subjects which could be the subject of a feu-charter; but these three were all lands or rights which for the time being at any rate could not be alienated. The three exceptions were:—

(1) The *Patrimonium* of the Crown. This refers to the real property retained in the hands of the King for the time being in the shape of baronies or other lands; it does not refer to the *Dominium Eminens*, or the Feudal Prerogative of the Crown over all feudal (as distinct from "allodial") lands. But that, also, of course, is in its nature incapable of sub-infeudation: in fact it is what remains to the Crown after a subject has received a fief by sub-infeudation. Formerly these Crown lands could be dealt with by the Crown only by Act of the Scots Parliament after a dissolution of Parliament. Since the union of the Parliaments in 1707 it is generally believed that the Imperial Parliament is not bound by any restriction of this sort on the powers of the old Scots Parliaments; hence Crown land in Scotland can now be alienated by Act of Parliament *without* prior dissolution between the first enactment by Parliament and the giving of the Royal Assent. That, however, is not a matter of much practical importance.

(2) Tailzied lands devised under condition that they shall not be alienated by the tenant for life or the tenant in tail. "Tailzie" is the Scots equivalent of "Entail." Scots law knew no procedure by a legal fiction for barring entails; it had no means of suffering a "fine" or a "recovery"; the "Common Voucher" did not pursue his useful if doubtfully honest vocation of privileged perjurer north of the Tweed. But now a number of Acts of Parliament, the Entail Acts, have given powers of (*a*) barring entails in many cases, and (*b*) disposing of entailed lands much as in England settled lands can be alienated.

(3) Heritable Estates *in haereditate jacenti*. This simply meant that an heir apparent who had not yet "taken up" the inheritance by actual entry could not alienate it; but this rule has been abolished and is merely of historical importance in tracing titles.

Kinds of Feudal Charters.

There are various classifications of feudal charters in Scots Law, three of which are very important in practice. These are:—

(1) Feudal Charters are either Crown Charters or Subject Charters.

This hardly needs explanation. The former is a grant of un-feud land by the Crown, and is found chiefly in very old medieval charters. The second is the normal form of feu-charter everywhere found. Of course, the incidents in each are widely different. The Crown could originally grant all sorts of patrimonial rights, such as jurisdiction over life and liberty, rights of forestry and warren, fishery, foreshore, and the like; most of these are now obsolete or regulated by statute. There were also special rules of limitation affecting the Crown, as in England there existed the rule *Nullum Tempus Occurrit Regi*. But details of Crown Charters and their provisions, although interesting, is of little practical importance and will not justify the devotion of the space necessary to enumerate the more important points.

(2) Charters by subjects, known as subject-superiors (since the grantor of a charter is called *superior*, the grantee, *proprietor* or *feuar*), are again of two kinds.

(*a*) Feus *a me de superiore meo*. Here the lands are granted to be held, not of the grantor himself, but *directly* of his superior, who is very often the Crown. Such charters, of course, are practically grants of the freehold to the grantee and vaguely resemble the normal English Deed of Grant, or freehold conveyance in fee. But the interesting point to note is that it takes the formal shape of a sub-infeudation by feudal charter.

(*b*) Feus *de me*. Here the grantor sub-infeudated to the feuar who held of him and became his vassal. This is the normal Scots mode of creating a feu, *i.e.*, transferring an estate in land. Two estates are created in this way: that of the superior, and that of the feuer or proprietor. The former consists chiefly of a perpetual right to the feu duty, which is equivalent to an English chief-rent or rent-charge or fee farm rent. The superior also got certain occasional feudal payments, analogous to those formerly found in English copyhold tenure. The estate of the *proprietor* is a perpetual freehold in the land with every possible right of property, subject only to the superior's right to receive the feu-duty, fines and "casualties" (*i.e.*, occasional payments on feudal occasions), and any reservations, easements, or conditions originally binding the land when granted in the original feu-charter. The "feu" or estate of the proprietor is the common form of freehold estate in Scotland at the present day and, indeed, always has been so.

(3) Charters are also divided into three other sub-groups:—

(*a*) Original Charters. These are the first charters creating a fee in the lands comprised in the charter.

(*b*) Charters of Progress. These are renewed charters in the same fee; they arise owing to surrenders and re-grants occasioned usually by a desire of both parties to eliminate for commercial payments by the feuar, some of the more onerous fines, casualties or conditions of the original charter.

(*c*) Charters of Adjudication. These are a peculiar form of renewed feu, of no practical importance, arising when a superior renews a charter to the heir of a vassal who had forfeited or surrendered it.

Elements of a Feudal Grant.

The steps necessary to constitute the feudal relationship or investiture of a feuar in the lands granted him by the superior were very formal in Scotland, as in England, prior to the Infeftment Act, 1845. This statute is a landmark in the history of Scots conveyancing and swept away the necessity for many cumbrous and obsolescent ceremonies in the grant of a charter. The historical steps necessary for investiture, prior to 1845, were four in number:—

(*a*) The grant of the feu-charter, *i.e.*, the drafting of the instrument and its signature by the grantor.

(*b*) Symbolical delivery of the land by the Scots equivalent of "rod and clod."

(*c*) "Expeding" by a notary, *i.e.*, the execution by a notary public of a "notarial instrument" recording the transaction.

(*d*) Recording within sixty days of the date on the grant by registration either in the General Register of Sasines at Edinburgh (the appropriate register for county lands) or in the particular Register of Sasines of the borough in which the lands (if burghal) were situated.

Needless to say, the requirements of "symbolical delivery" and the instrument of sasine were abolished in Scotland, as in England, by the reforming land statutes of the mid-Victorian period.

Constituent Parts of a Feu-Charter.

The feu-charter itself, in the form used prior to the Infeftment Act, 1845, contained the eleven following constituent parts:—

(1) Narrative Clause.—The equivalent of the English "Testatum" (*i.e.*, "Know all men by these presents, etc.," or "Now this Indenture witnesseth, etc.") and also of the English operative clauses.

(2) Dispositive Clause.—The words of alienation.

(3) Tenendas.—The words indicating the nature of the holding.

(4) Reddendo.—The description of the rents, forfeitures, fines, casualties, conditions, and the like which the feuar was to undertake in consideration of the grant to him.

(5) Clause of Warrandice.—Similar to the English warranties of title, beneficial ownership, absence of incumbrance, quiet enjoyment, and the like.

(6) Assignation to Writs and Rents.—Transfer or assignment of all rights over leaseholders, servient tenements, and the like possessed by the grantor in respect of the lands granted.

(7) Warrandice of Preceding Assignation.—An undertaking that all such obligations are valid and that the grantor will assist the grantee to recover them, wherever in law his assistance is necessary.

(8) Relief from Public Burdens.—A warranty that the land has been freed, by redemption or discharge, from ministers' stipends, personal, and public burdens, so far as these can be by law released.

(9) Clause of Registration.—Consent of grantor to registration of the deed by the grantee and naming of solicitors as the grantor's "procurators" (*i.e.*, "attorneys") to get the registration formally carried through.

(10) Precept of Sassine.—Power of attorney to the grantor's "bailiff" to go on the land or in sight of it and there make symbolical delivery to the grantee.

(11) Testimony Clause.—Attestation clause.

(*To be continued.*)

RUBRIC.

A Conveyancer's Diary.

Recitals in Conveyancing.

One point on which the layman and the lawyer come into constant conflict with one another is the presence of recitals in conveyances. The average business man can see no sense in a long series of clauses which one and all commence with what to him read rather like a sacramental symbol, the word "whereas." He is inclined to look upon those clauses as simply a game on the part of the lawyer, who wants to make the document a lengthy one and so have a decent excuse for charging a big fee. This is not the only point by any means on which lawyer and laymen do not quite understand each other. For example, the layman dislikes technical terms, especially a string of them, in a deed or agreement, unless he happens by any chance to be one of those artistic and literary persons who rather like the look of archaic phraseology. Such persons, however, are in a small minority. Most men and women who read a deed think it full of unnecessary legal verbiage and in their secret hearts curse their legal adviser. It is very difficult to get them to understand that precise legal terminology has now acquired by the interpretation of the courts an exact meaning, so that the conveyancer who uses it knows exactly what he means and whether he is carrying out correctly the wishes of his client; on the other hand, vague popular and "common-sense" language may mean anything or everything. The one thing it *never* seems to mean, when a summons in the construction of the deed occurs, is the very meaning which the client supposes it must obviously mean. Again, laymen nearly always quarrel with the multiplicity of provisions and clauses in a conveyance. They think that a few general clauses should be enough and that all these specific matters, never likely to arise, would be sufficiently covered in this way. They never can be got to realise how important it is in a deed to provide specifically against *all* contingencies, as otherwise the operation of such rules of construction as the *ejusdem generis rule* may leave one sadly in the soup.

Recitals as Evidence of Facts.

On the question of recitals, however, the client sometimes has some limited degree of reason on his side. In the first place, conveyancers are really very apt to forget the purpose which these recitals serve, and are given to putting them in when they really serve no purpose at all. The first and most important purpose of recitals, at any rate in a deed relating to land, is that in course of time such recitals become *primâ facie* evidence of the facts they state. This saves an immense amount of trouble later on (1) in ascertaining what were the facts at the date of the deed, (2) in collecting proof of those facts, and (3) in putting forward that proof by the adduction of testimony in court. Not only trouble but grave expense, especially the expense of calling witnesses or filing affidavits, is escaped. Not only so, but it may be possible to offer a title which on an open contract the purchaser must treat as *primâ facie* a good title where, in the absence of recitals in a deed, some part of the necessary facts could not have been established by testimony by any means in the vendor's power. Hence the great utility of recitals in deeds relating to land. But this consideration has practically no application at all in an ordinary business contract of work and labour, or a contract of agency, or an engineering contract. In such cases, unless recitals serve some other purpose than this, they are mere useless lumber and should be omitted. Frankly, in such documents they too often do *not* serve any purpose at all, at any rate any other purpose than that of producing a document that looks lengthy and imposing. Some lawyers draft business documents with a bewildering prologue in the shape of whereas clauses, and then put in very little in the way of substantive operative clauses later on, even although their client's interests are so complex and intricate as to require lengthy and detailed protection by the insertion of meticulous and minute stipulations. Such conveyancers, in fact, see that their client feels his business to be so important that it really requires elaborate protection in the contract; and instead of taking the trouble to think out the operative clauses really needed, they set out to manufacture, by means of recitals, in the way easiest to themselves, something that *looks* like a lengthy and careful instrument. This sort of thing *may* impress the client; it very often only depresses him and makes him think, quite unfairly, that all lawyers are humbugs. It certainly is not conscientious conveyancing. And therefore it ought not to be adopted.

Recitals in Commercial Contracts.

What, then, are the purposes which recitals may legitimately serve in commercial contracts, other than these main objects of proving facts which cannot be conveniently proved later on. We think there are three legitimate secondary purposes. In the first place, when the contract must inevitably contain many very complex and detailed exceptions, provisoes, stipulations, etc., there is a very grave danger that a person reading it may fail to grasp its object without immense labour, if at all: he cannot see the wood for the trees. The wood, of course, is the main purpose governing the contract; the trees are the detailed machinery for carrying out that purpose. In such cases a short, lucid recital setting out in general terms without details the bargain which the parties intend to make is often a most useful clause. It helps the business man who reads the deed to see at once what its general effect is intended to be. It assists in just the same way the lawyer who has to peruse it in order to advise upon it. And in court the judge is likewise grateful for such aid in coming at the meaning of the clause. Few clauses can be more useful than carefully drafted introductory recitals of this kind; they are of the same kind of utility that the head note is to the reader of a reported case. Again, an introductory recital is often useful in order to make clear to all whom it may in future concern, *i.e.*, everyone having to peruse the document, what were the relations to one another of the parties who entered into the deed. Sometimes in construing a document, it is necessary to get *extrinsic* evidence of the circumstances which the parties had in mind when they drafted some of the clauses. But the *intrinsic* evidence of recitals is equally useful as a guide in such cases; it is also much more authoritative and certain, since it saves the conflict of evidence certain if witnesses have to be called: and it saves the expense of seeking this external proof. Yet

again, a recital can be so contrived as to make quite clear and graphic what were the relations of the parties to one another out of which the contract grew and in consideration of the continuance of what it was entered into at all. Here, again, in a future dispute much calling of witnesses, much cross-examining and hard swearing and resulting doubts as to what were the facts, much trouble and expense of many kinds, are saved by the judicious use of a recital. We have *not* added the obvious consideration that the presence of a recital or two sometimes does really give a scholarly air to an otherwise clumsy document: for it is not quite certain to our own conscience how far the conveyancer is justly at liberty to conceal by this device his own deficiencies from his client.

MORTMAIN.

Curia Parliamenti.

The Expiring Laws Continuance Act, 1924.

An indispensable adjunct of our legislative system is the annual passing of the Expiring Laws Continuance Act to keep alive statutes originally passed as annual measures or for short periods which would otherwise expire. The inconvenience of this roundabout device was strikingly illustrated this autumn when Parliament was dissolved without passing the bill into law. Fortunately there was time to get it through after the new Chambers met and before the adjournment for Xmas vacation. A number of interesting and important measures were continued by this bill.

Section 1 of the Alien Restrictions (Amendment) Act, 1919, otherwise expiring on New Year's Day, was extended to 31st December, 1925, so that during the coming twelvemonth orders of deportation by the Home Secretary can still be made under his almost absolute war-time powers conferred by s. 1 (*c*) of the Aliens Restriction Act, 1914. Again, the Coroners (Emergency Provisions) Act, 1917, and s. 7 of the Juries Act, 1918, were continued until the same date; this enables the coroner to sit without a jury in normal cases and limits the number of the jury. Again, the Courts (Emergency Powers) Acts, which for substantive purposes came to an end on 31st August, 1922, have been similarly kept alive until 31st December, 1925, but only so far as they relate to any order made by a court before their expiry on 31st August, 1922. Certain powers to relax the stringent requirements of Housing Bye-laws, conferred to meet post-*bellum* necessities, by the Housing, Town Planning, etc., Act, 1919, are kept in force until 31st December, 1925. The Agricultural Rates Act, 1896, is extended to 31st March, 1926, but the Agricultural Rates Act, 1923, is not so extended, and therefore will automatically expire on 31st March, 1925, the date which is intrinsically provided for its expiry. The Early Closing Acts of 1920 and 1921 are similarly extended to 31st December, 1925. The Summer Time Act, 1920, is continued in force during the present year; Summer Time is declared to extend from 2 a.m. on Sunday, 19th April, to 2 a.m. Sunday, 20th September. Lastly, the Wireless Telegraphy Act, 1904, remains in force until 31st December, 1925. Under this measure, it may be useful to remind practitioners, licences must be obtained from the Postmaster-General by any person who desires either (1) to establish a wireless station, or (2) to instal a wireless apparatus, or (3) to operate a station or apparatus already installed. Apart from the Expiring Laws Continuance Act altogether, there is a special statute, the Local Authorities (Emergency Provisions) Act of 1924, which extends to 1st April 1926, certain technical financial provisions in s. 1, 3 (3), and s. 6 of the Local Authorities (Financial Provisions Act, 1921, as amended by the Local Authorities (Emergency Provisions) Act, 1923.

The general result of reading this "dismal catalogue" of statutes not permitted to suffer a natural decease will probably be to persuade the average reader that some overhauling of all these artifically prolonged measures is desirable, with a view to ascertaining which of their provisions are moribund and which ought now to be embodied in the permanent statute law of the land.

Reform of Crown Proceedings.

Reference has been made in this column on more occasions than one to the growing demand amongst lawyers for some instalment of the long overdue reforms in Crown Proceedings which were promised by the Coalition Government five years ago, and an inquiry into which by a Committee has been proceeding more or less ever since then. The most urgent matters are generally agreed to be: (1) withdrawal of the present immunity of the Crown (*i.e.*, the Government Departments) in respect of litigious costs wherever that immunity still exists; (2) abolition of "writs of extent" and other hard methods of civil execution for debts due to the Crown; (3) abolition of the law-officers' right to the "last word" in criminal prosecutions; (4) subjection of Crown rights to the ordinary statutes of limitations; and (5) responsibility of Government Departments for torts committed by their subordinate officers. It is difficult to understand how anyone can manufacture either reasonable or even plausible grounds of opposition to reforms so obviously in the interests of natural justice and equity. The delay of three successive occupants of the Woolsack to make any move in the direction of initiating legislation on those lines is having a very marked effect on the average practitioner, not otherwise much inclined towards the installation of new juridical machinery. He is coming round to the view that a Minister of Justice, charged with the responsibility of keeping our laws overhauled and of scrapping obsolete legal machinery is becoming a practical necessity and not a mere academic demand on the part of doctrinaire publicists.

Amendment of the Lunacy Laws.

Another matter which requires urgent attention is the unsatisfactory protection to the liberty of the subject afforded by the supposed safeguards of our Lunacy Laws. A series of decisions in recent years, so notorious that we need not here discuss them, has shown that any man may be sent to a lunatic asylum with practical impunity on the part of those who send him there, even although no human being personally acquainted with him has any doubt of his sanity. The nearest relative of some inconvenient person can call in two medical experts whose retainer depends partly on the fact that they are recommended by former clients as doctors who are easily convinced of a patient's insanity he can adroitly instil into the mind of the experts all sorts of fanciful stories and dark hints as to the inconvenient relative's sanity; he can obtain from them on such trivial grounds after the merest perfunctory visit to look at the supposed patient a certificate that the latter is insane and dangerous to himself and others. Armed with this certificate he can sign a detention order which is an absolute justification to any keeper of a certified asylum whom he may pay to take away the victim. True, there is machinery for the inspection of such certified persons from time to time; but inspecting doctors very naturally assume patients to be insane, and the angry protestations of a sane person who finds himself thus outrageously wronged, coupled with the attacks he makes on the probity of his relatives and the experts, are regarded—apparently—as conclusive proofs of insanity by a great many of these public or quasi-public visitors. Even if the victim proves his sanity and secures release, he has no legal redress against the doctor or the relative; "privilege" covers everything unless he can prove malice. And proof of "express malice" in such cases seems to be well-nigh impossible. A Lunacy Commission, appointed by Sir PATRICK HASTINGS, is at present investigating the mischief. Some drastic amendment of the Lunacy Acts is obviously imperative. Probably the new Parliament will find itself called upon to deal with this amongst other difficult problems.

MAGNA CARTA.

CASES OF LAST SITTINGS.

Court of Appeal.

United States Shipping Board *v.* **Frank C. Strick & Co. Limited.** No. 1. 17th and 18th December.

SHIPPING—CHARTER-PARTY—DEMURRAGE—COMMENCEMENT OF OBLIGATION TO LOAD—"SUBJECT TO PORT REGULATIONS IN REGULAR TURN"—NOTICE OF READINESS TO LOAD GIVEN.

A steamer was chartered to load coal at Delagoa Bay where there were no docks, and only one loading berth available. The charter-party provided that the cargo was to be loaded "subject to port regulations in regular turn as customary, at the rate of 1,000 *tons a day" . . commencing when written notice was given of steamer being ready to load The steamer arrived and the master gave notice of readiness to load, but owing to congestion of the port, she was unable to reach the berth in her turn for twenty-six days.*

Held, that the obligation to load meant to load in regular turn, and therefore, the risk of delay fell upon the shipowners, and they were not entitled to claim demurrage for the period of waiting from the charterers.

"The Cordelia," 1909, P. 27, *applied.* Decision of Rowlatt, J., *reversed.*

Appeal from a decision of Rowlatt, J., in a special case stated by Mr. Mackinnon, K.C., as arbitrator, on the construction of a charter-party. The owners chartered the steamship "Hinckley" on 30th July, 1920, to Messrs. Strick and Co., to load a cargo of coal at Delagoa Bay, and proceed to Suez to discharge it. Clause 3 of the charter-party was in the following terms: "The cargo to be loaded, subject to port regulations, in regular turn, as customary, at the rate of 1,000 tons per day (except bunkering time, Sundays . . .) commencing when written notice is given of the steamer being ready to load. . . . If detained longer, charterers to pay demurrage at the following rates: £300 per running day or *pro rata* for part thereof." There were no docks at Delagoa Bay, and only one berth or loading place at which a steamer could lie to be loaded with coal. If this berth was occupied by another vessel when a steamer arrived the latter had to wait her turn out in the bay. If other vessels were already so waiting they had to take their turns, according to the regulations of the port. The "Hinckley" arrived and anchored within the limits of the port on the morning of 30th July, 1920. At 11 a.m. on 31st July, the master gave written notice of readiness to load, pursuant to cl. 3 of the charter-party. There were then several other vessels waiting their turn for loading coal, and the "Hinckley" did not get alongside the loading place until 26th August. The loading was completed on the afternoon of 28th August. The owners claimed demurrage on the "Hinckley" to the amount of £6,397 1s. 4d., on the ground that time for loading ran from 31st July, when notice was given of being ready to load, and expired at 6.24 a.m. on 7th August, and therefore that the vessel was on demurrage from that time until 26th August. The arbitrator found, as a fact, that the charterers could not load the vessel "as customary," or in any other manner, until she was alongside the one loading place, and that under the port regulations the "Hinckley" was prevented from getting there until 26th August owing to other vessels in port having prior turns under the port regulations. He held, however, that the contention of the shipowners was correct, and awarded that the charterers should pay the owners £6,859 10s. demurrage. Rowlatt, J., confirmed the award, holding that the obligation of the charterers was absolute, and the exceptions did not apply. The charterers appealed.

POLLOCK, M.R., having stated the facts, said that the appellants took three points, and he proposed to deal with two of them quite shortly. The exceptions clause excepted time lost through various causes, including "obstruction in docks," and ending with the words "any cause beyond the control of the charterers," and it was said that those general words were wide enough to cover the case. But they must be construed *ejusdem generis* with the preceding words. The exception of "obstruction in docks" did not apply, as there were no docks at Delagoa Bay. The main point, however, remained, and that turned on cl. 3 of the charter-party. It was important to bear in mind the findings of the arbitrator in the case. He found, as a fact, that the charterers could not load the vessel as customary, or in any other manner until she was alongside the one loading place, and that by the port regulations the "Hinckley" was prevented from getting there until 26th August, owing to the presence of other ships in the port waiting to load coal, and having, by the regulations, prior turns. It was quite plain from the facts that no diligence on the part of the charterers could have prevented delay from taking place. The words which the court had to construe were admittedly difficult and obscure. The arbitrator had held that time began to run on 31st July, when notice of being ready to load was given. Not much assistance was to be obtained from other clauses in the charter-party, particularly from cl. 8, in which the words "whether in berth or not" were found. Turning to cl .3, however, both the opening and closing words of the clause were tautologous. The words "subject to port regulations" covered the following five words, as the regulations would compel the vessel to wait her turn. It was unnecessary to express the words "commencing when . . . ready to load." Such notice was to be given between business hours of 9 a.m. and 5 p.m., and the actual business hours were referred to in the clause with regard to the excepted days, and it was not impossible that the words were inserted in order to particularize what were the business hours. The argument for the owners that time began to run when notice to load was given gave little effect to the words "in regular turn, as customary"—words which were repeated later on. The learned judge held and read the words "commencing, &c.," as if the word "time" was to be inserted before them. That seemed to him (his lordship) to beg the question, and he was not satisfied it was the right way to deal with an admittedly difficult clause. If the time was to commence when the notice was given it would be possible for the vessel to comply with some of the port regulations, but not with all of them; they would only be partly effective. A better construction of the clause was to read the words "in regular turn, as customary," as controlling the words following. The words from "commencing" might be held to give with precision the times within which notice might be given. It was clear from *Hick* v. *Tweedy and Co.*, 63 L.T., 765, that a vessel was not to be considered as ready to receive cargo until she was moored alongside the quay. In *The Cordelia*, 1909, P. 27, the meaning of the words "in regular turn" were considered. The county court judge there held that they meant that the vessel was to take her place in succession to other vessels, and that no responsibility for delay so caused could be put on the charterers. Sir Gorell Barnes, P., said he thought the decision was quite right. Unless there was some indication that the words "in regular turn, as customary," which were printed in the charter-party in leaded type could be ignored, they must be given a reasonable meaning. The appeal would be allowed with costs, and the answer to the question in the case was that the charterers were not liable.

WARRINGTON, L.J., and SCRUTTON, L.J., delivered judgment to the same effect, the latter referring to *Leonis S.S. Co.* v. *Rank*, 1908, 1 K.B. 499.—COUNSEL: *R. A. Wright*, K.C.; *Jowitt*, K.C., and *J. V. Naisby*; *Raeburn*, K.C., and *B. B. Stenham*. SOLICITORS: *W. Crump & Co.*; *Thomas Cooper and Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Kayley *v.* **Hothersall and Others.** No. 1. 19th December.

PRACTICE—JUDGMENT DEBT PAID BY TWO OF SEVERAL SURETIES—ISSUE OF EXECUTION AGAINST CO-SURETIES—CHANGE OF PARTIES BY DEATH—LEAVE NECESSARY—MERCANTILE LAW AMENDMENT ACT, 1856, 19 & 20 VICT., c. 97, s. 5—RULES OF THE SUPREME COURT, Ord. 42, r. 23.

Two out of six sureties paid the judgment debt for which the debtor was liable, and obtained an assignment of that debt from the judgment creditor, as provided by s. 5 of the Mercantile Law Amendment Act, 1856. One of the six sureties had died, and the two sureties who had paid the debt applied under Ord. 42, r. 23, for leave to issue execution against P. H. and R. H., two of the sureties who had not satisfied their share of liability for the sum paid. P. H. and R. H. resisted the application, contending that they had counter-claims against the two sureties who had paid, and the application was dismissed. The trustee for the two sureties who had satisfied the judgment appealed, on the ground that leave was not necessary where there was a right to proceed against a co-surety for his aliquot share of liability under s. 5 of the Mercantile Law Amendment Act, 1856.

Held, that as by the death of one of the sureties a change had taken place "by death or otherwise in the parties entitled or liable to execution" within the meaning of Ord. 42, r. 23, leave of the court was necessary to the issue of execution.

Appeal from a decision of Acton, J. By an agreement in writing dated 27th February, 1916, P. Hothersall, R. Hothersall, F. Mandle, J. Atkinson, W. Fisher and F. Metcalf agreed with J. Kayley that if he would advance to a cinema company in Manchester the sum of £1,000 they would guarantee the repayment, with interest. J. Atkinson died shortly afterwards. The cinema company having made default, Kayley obtained judgment for the whole sum, with interest and costs, and payment to him was made by Mandle and Fisher, who, acting under the provisions of s. 5 of the Mercantile Law Amendment Act, 1856, took an assignment of the judgment debt. Metcalf subsequently paid to them his share of the amount guaranteed, and they then assigned to R. C. Saint the judgment debt, with all rights and benefits. Saint applied in chambers for liberty to issue execution against P. Hothersall and R. Hothersall for their proportion of the guarantee, but these latter contended that they were entitled to set off sums due to them from Mandle and Fisher. The application was refused by Master Chitty, and Acton, J., upheld his decision. Saint appealed, contending that no leave of the court was necessary, and that he was entitled to proceed to issue execution.

POLLOCK, M.R., said that by s. 29 of the Common Law Procedure Act, 1852, it was necessary to obtain leave before issuing execution under a judgment where there had been a change by death or otherwise in the position of the parties. It was said that by the Mercantile Law Amendment Act, 1856, a surety who had paid a debt could proceed against co-sureties without any such restriction. But Ord. 42, r. 23, of the Rules of the Supreme Court was based upon later statutory authority, and it provided that a party alleging himself liable to issue execution must obtain leave "where . . . any change has taken place by death or otherwise in the parties entitled or liable to execution." There was no exception there in favour of s. 5 of the Mercantile Law Amendment Act, and in *Dale* v. *Powell*, Parker, J., said (105 L.T., at p. 292): "Anyhow, if he had assigned the judgments, it appears to me that execution could not have issued without the leave of the court, there having been a change in the persons entitled to the benefits of the judgments." Dealing only with the point whether leave was necessary, the appeal must be dismissed.

WARRINGTON and SCRUTTON, L.JJ., delivered judgments to the same effect.—COUNSEL: *C. J. Conway* for appellant; *R. P. Croom Johnson* for respondents. SOLICITORS: *Maples, Teesdale & Co.* for *Saul & Lightfoot*, Carlisle, for appellant; *Peter Thomas & Clark*, for *Pearson, Prior & Co.*, Manchester, for respondents.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

Cases in Brief.

G. Cohen, Sons & Co. *v.* **Standard Marine Insurance Company.** K.B D. Mr. Justice Roche, 14th January, 1925.

MARINE INSURANCE POLICY—CONSTRUCTIVE TOTAL LOSS—SUFFICIENCY OF NOTICE OF ABANDONMENT.

Where there has been the constructive total loss of an insured vessel, and the persons insured under the marine policy write to the insurers, saying that the insured vessel has been totally lost, such letter is a sufficient notice of abandonment for the purpose of fixing on the insurers liability for a constructive total loss.

FACTS.—The plaintiffs were metal merchants in London, who, as part of their business, undertook the breaking up of old ships. They were associated in such enterprises with other firms; the actual breaking-up was done by a firm resident in Germany. The plaintiffs bought up old hulks of battleships from the British Admiralty and arranged for the towing of these hulks to the breaking-up yard. In December, 1921, they thus bought up the "Prince George." They took out a twelve-months marine policy to cover the vessel from the moment she left Chatham Dock under towage until after she had arrived at her foreign destination and was ready for breaking-up. The "Prince George" left Chatham under tow by tugs, which abandoned her under stress of weather, with the result that she drifted upon the coast of Holland. The Dutch Government refused to allow salvage operations because of the possible damage to the dykes of Holland, unless sufficient money was forthcoming to meet such damage; there was some dispute here as to the facts, but the learned judge came to this conclusion. There was also a dispute as to whether the hulk, in the circumstances of the case, complied with the warranty of seaworthiness under s. 39 (5) of the Marine Insurance Act, but the judge held that it did so comply. There was at first some dispute as to the terms of the policy, but it was agreed in the course of the case to be a twelve-months' policy, and to include the transit from Chatham to Brazil, during which the vessel was lost. The assured knew of the hulk's predicament early in January, but gave no notice of abandonment to the underwriters until at earliest 6th February. Such notice of abandonment is *not* required in order to fix the underwriters' with liability where there has been an *actual* total loss within s. 57 of the Marine Insurance Act, but *is* required for that purpose where there is merely a *constructive* total loss. The questions argued, therefore, resolved themselves into these: (1) had there been an *actual* total loss; (2) if there was merely a *constructive* and not an *actual* loss, had the assured given the underwriters sufficiently early notice of abandonment, or was this notice void for unreasonable delay?

DECISION.—Mr. Justice Roche held:—

(1) There was no *actual* total loss, for the vessel could have been salved if enough money to satisfy the indemnity against damage to dykes required by the Dutch Government had been forthcoming.

(2) There was, however, a *constructive* total loss, because the payment of the sum required would have made the salvage operations more costly than the old hulk was worth.

(3) In view of the difficulties of ascertaining the best course to adopt, there had been no undue delay in giving notice of abandonment on the part of the assured.

(4) Therefore the notice of abandonment was good, and there was a constructive total loss for which the underwriters were liable.

Accordingly he entered judgment for the plaintiffs.—(COUNSEL: for the plaintiffs: *Mr. Bateson*, K.C.; *Mr. Claughton Scott*, K.C., and *Mr. Pritt*. For the defendants: *Mr. R. A. Wright*, K.C., *Mr. A. T. Miller*, K.C., and *Mr. James Dickinson*. SOLICITORS: *Messrs. Ince, Colt, Ince & Roscoe*; *Messrs. Thos. Cooper & Co.*)

Goklee *v.* **Burgener** { K.B.D., Mr. Justice Branson, 17th January, 1925.

RENT RESTRICTION ACTS—RENT PAID IN EXCESS OF STANDARD RENT—RECOVERY OF EXCESS BY DEDUCTION FROM SUBSEQUENT RENT—SIX MONTHS' LIMITATION—METHOD OF COMPUTING THE PERIOD OF DEDUCTION.

Where a tenant has been charged rent in excess of the standard rent permitted by the Rent Restriction Acts, and where, after ascertaining his right to recover the excess he has remained in for eighteen months *without* paying any further rent, he must be deemed to have paid his rent by making the statutable deduction of the whole amount due so long as any sum remains unrecovered, and therefore in such a case the period of limitation is constructively extended.

FACTS:—The plaintiff claimed £162 10s. being rent of premises from October 1st, 1923, to October 1st, 1924, at £150 per annum, payable monthly in advance. The county court had apportioned the standard rent at £73 11s. 8d. per annum. The writ was issued in the High Court on the 16th October, 1924. Plaintiff's counsel contended that overpayments made by the defendant before 1st October, 1923, could not be taken into account, and claimed the full standard rent for the thirteen months, without deduction by the defendant. Defendant's counsel contended that overpayments made before 1st October, 1923, must be taken into account, and distinguished the case from *Bailey* v. *Walker*. He put forward the figures for judgment, as follows:—

> Six months' overpayments (previous overpayments for six months prior to 1st October, 1923, being £6 7s. 5d. per month, reckoning at £150 per year, as compared with £73 11s. 8d., the standard rent), £38 4s. 6d.

To recover £38 4s. 6d. it took six and a quarter months at £6 2s. 7d., the correct monthly rent. Therefore for six and a quarter months, after 1st October, 1923, the defendant should pay no rent, thus recovering six months' overpayments; and judgment should only be given for £42 0s. 6d. On being asked by Mr. Justice Branson whether defendant's counsel was not thus claiming deduction after the period allowed by the Act, which states clearly that recovery shall be only within six months, defendant's counsel stated: "The deduction does in fact take place within six months, because the overpayment in April is deducted within six months by remaining in possession free of rent in October, the May overpayment recovered by remaining in possession in November, 1923, and so on until the six months' overpayments are recovered. Rent accrues due monthly, and by remaining in possession free of rent, because of previous overpayments, the tenant is in fact a statutory tenant.

Cases quoted:—

Bayley v. *Walker*, 41 T.L.R. Distinguished and explained.

DECISION.—The judge upheld the validity of defendant's method of computation and gave judgment for only £42 0s. 6d. —COUNSEL: For plaintiff, *H. Simmons*; for defendant, *A. E. Sockett*. SOLICITORS: For Plaintiff, *King, Hamilton* and *Green*; for defendants, *Jones* and *Charles Dodd*.

County Court Cases in Brief.

Case I.—Kennedy *v.* **Horden Collieries Ltd.** { West Hartlepool County Court.

Case II.—Bamford *v.* **Charlow & Sacriston Collieries, Ltd.** { Durham County Court.

Case III.—Bevan *v.* **James Joicey & Co., Ltd.** { Consett County Court.

WORKMEN'S COMPENSATION ACTS, 1906-23—DEPENDENTS OF DECEASED WORKMAN—FATHER'S CLAIM TO BE A PARTIAL DEPENDENT.

Where a workman has been killed by an accident for which he could have been entitled to compensation under the Workmen's Compensation Acts, and where parents or other relatives claim compensation on the ground that they were partially dependent on his earnings, the court, in deciding the question of partial dependency, is bound to have regard to the standard of living that obtains among persons of "the same class and position" as the person claiming to be a dependent. Decision of the House of Lords in *Main Colliery Co., Ltd.* v. *Davies*, 1900, A.C. 358, must be deemed to have been expressly overruled by the Legislature when it enacted s. 22 of the Workmen's Compensation Act, 1923, which section is in the following terms: "For the purposes of the principal Act a person shall not be deemed to be a partial dependent of another person unless he was dependent partially on contributions from that other person for the provision of the ordinary necessaries of life suitable for persons in his class and position."

FACTS:—Case I.—The deceased, a young man 21 years of age, was living at home with his parents and an invalid sister. His wages were 35s. 6d. per week. He paid the whole to his mother, from whom he obtained food, clothing and pocket money. The father's wages were 64s. 6d. a week; he had a free house and free coal.

Case II.—Here the deceased workman's family consisted of father, mother, two sons, aged 30 and 17 respectively, and a daughter aged 15. All the males were wage-earners. Total family earnings were £7 19s. 7d. a week, of which deceased, aged 30, earned 69s., and had 7s. Army Reserve pay. The father had a free house and free coal. The deceased paid over all his wages to his mother, receiving back 10s. pocket money.

Case III.—Here there were seven members of the family, four earning wages, total earnings £7 12s. 9d. a week. Deceased, 23, was earning 49s. 3d. The family had a free house and coal. Deceased paid his wages to his mother, receiving back in various ways about 10s. per week.

CASES REFERRED TO:—

Main Collieries Co., Ltd. v. *Davies*, 1900, A.C. 358;
Simmons v. *White Bros.*, 1899, 1 K.B. 1005.

DECISION:—Case I.—Award of £65 to partial dependents.
Case II.—Award of £150 to partial dependents.
Case III.—Award of £150 to partial dependents.

JUDGMENT:—"In each case the applicant was a father who claimed compensation under the Workmen's Compensation Acts for the death of his son on the ground that he was partially dependent on his son's earnings; and the main question in each was whether partial dependency had been established, having regard to s. 22 of the Workmen's Compensation Act, 1923. This provision is new, and, in my opinion, certainly introduces a new test of dependency. It seems definitely to establish the principle that in deciding the question of partial dependency the court is bound to have regard to the standard of living that obtains among persons of 'the same class and position' as the person claiming to be a dependent. This appears to me to be just what under the old Act the House of Lords in the *Main Colliery Co., Ltd.* v. *Davies*, 1900, A.C. 358, said that the court should *not do*. The new Act now restores the law as laid down in *Simmons Case*, and renders it incumbent on the county court judge to consider in each case what are 'the ordinary necessaries of life suitable for persons of the class and position' of the applicant. This, I think, is equivalent to saying that he must make up his mind as to what is the standard of living of persons of that class and position. Now, the actual expenditure of a family will be *primâ facie* evidence of what is the standard of life of that family. On the other hand, the amount of the expenditure may be, on the face of it, so high as to compel any reasonable person to say it *must* be in excess of what is necessary to maintain the family in a manner suitable to its position or evidence may be forthcoming to show that it was so in fact. But *primâ facie* the actual expenditure must be taken as the correct measure of the family standard of living, and on this I have based my awards."

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Correspondence.

The Conveyancing (Scotland) Act, 1924.

Sir,—On reading the article on the Conveyancing (Scotland) Act, 1924, in the number of your Journal published on the 24th inst., I was made to realise forcibly how dangerous it is for a lawyer to discuss any legal system other than the one with which he is thoroughly conversant.

It would be easy to point out various minor inaccuracies in the article, but such would not be a serious blemish in an article designed to bring out the main differences between the Scots and English systems of conveyancing. But certain remarkable statements are made which should not be allowed to pass without correction.

Your correspondent properly states that subinfeudation was in general possible in Scotland to an unlimited extent though there are some who think that a statute similar to the *Quia Emptores* was enacted for Scotland by Robert I; but if this is so it was never enforced. Parallel, however, with this freedom of subinfeudation there was, until the middle of the eighteenth century, no freedom of alienation without the consent of the superior, and it was largely due to the restraint of alienation that the course of development in Scotland differed so widely from that in England.

The first serious error into which your correspondent falls, however, is with reference to entails. It was not always considered possible in Scotland to entail land "in certain customary ways," and entails were not finally recognised in Scotland until they were legalised by a Statute of 1685. The rigidity of the early entails was early relaxed by Statute and perpetual entails can no longer be created in Scotland. By the Entail (Scotland) Act, 1914, it is made incompetent to constitute new entails; further the facilities for breaking existing entails are now so wide that in the great majority of cases an heir of entail in possession may disentail without requiring any consents.

But a more extraordinary error follows. "Livery of Sasine" disappeared from our feudal system in 1845, and the Instrument of Sasine has not been in use since 1858. The recording of a feu charter in the Register of Sasines without any further formalities has now the effect of giving the grantee a real right to the subject of the grant.

The Scots system of registration has also a more respectable age, and a somewhat different origin, than is stated in the article. The modern system dates from 1617, but the statute passed in that year was the result of earlier and unsuccessful attempts to solve the difficulties of the times. The reason for the enactment was rather the prevention of fraud than the security of titles against loss, which was adequately provided for in other ways. The preamble of the Statute of 1617 runs as follows:—

"Our Soveraigne Lord, Considering the great hurt sustained by His Majesties Lieges, by the fraudulent dealing of parties who having annallied (alienated) their lands, and received great summs of money therefore, yet by their injust concealing of some privat Right formerly made by them, render the subsequent alienation done for great sums of money altogether unprofitable, which cannot be avoided, unlesse the said private Rights be made publick and patent to his Highnes Lieges: For remedy thereof, and of many inconveniences which may ensue thereupon; His Majesty with advice and consent of the Estates of Parliament, statutes and ordains, That there shall be ane publick Register etc."

Your correspondent justly commends the Scots system for its security and simplicity. Of a much earlier date Sir George Mackenzie wrote in all seriousness: "Some inventions flourish more in one country than another, nature allowing no universal excellency and God desiring to gratify every country he has created; so Scotland hath above all other nations, by a serious and long experience obviated all fraud by their Public Registers."

E. M. WEDDERBURN.

Edinburgh,
26th January.

[We are indebted to our correspondent for his letter. But he has been a little too previous. The article he criticizes was only the first of a series, and could only deal with general principles in a broad way without the minute qualifications proper in a detailed account. Most of the qualifications our correspondent considers necessary in our statements are in fact made in later articles of the series.—ED. *S.J.*]

Law Societies.

To Secretaries.—**Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office *not later* than 4 p.m. Wednesday.**

Gray's Inn.

Friday, the 23rd inst., being the Grand Day of Hilary Term at Gray's Inn, the Treasurer (Sir Alexander Wood Renton, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Most Rev. The Lord Archbishop of Wales; the Right Hon. Lord Shaw of Dunfermline; the Treasurer of the Hon. Society of Lincoln's Inn (the Hon. Mr. Justice P. O. Lawrence); the Hon. Mr. Justice Finlay, K.B.E.; the Hon. Mr. Justice Fraser; the Right Hon. Sir Thomas Molony, Bart., K.C.; Sir Cecil Hurst, K.C.B., K.C.M.G., K.C.; Sir Cuthbert Wallace, K.C.M.G., C.B.; Sir Squire Bancroft; the President of the Royal Academy (Sir Frank Dicksee, R.A.); the President of The Law Society (Mr. W. H. Norton); and Mr. H. B. Inglefield.

The following students of the Inn were called to the Bar this Term: Alfred Walton Blomeley; John Frederick Robert Burnett, Holder of a Certificate of Honour; Eric Claude Collymore, B.A., Clare College, Cambridge; Charles Cullen, M.A., Glasgow University; John Fitz-Patrick; Stanley Fox; Philip George Wilkes Gosse; James Henry Jarrett; Frederick Patrick Laws; Owen Temple Morris, formerly a Solicitor; René Denis Howard Osborne, B.A., Lincoln College, Oxford; Edgar Francis Jones Peregrine, M.R.C.S. (London), L.R.C.P.; Frederick Edward Raw; Martin Howard Rogers, M.A., Keble College, Oxford; Herzl Joshua Schlosberg; Frank Fairer Smith; George Harris Teall, D.S.O.; and Aubrey John Wheeler.

The Law Society's School of Law.

A Moot was held in the Society's Hall on Wednesday, 28th inst., before the Reader (Mr. H. O. Danckwerts), Master Chandler, Mr. C. W. M. Turner and Mr. D. F. W. O'Connell. The case set was as follows:—

A, who has commenced proceedings against B for breach of contract, hears a rumour that B's financial position is shaky. He accordingly writes to a broker in the city as follows: "Dear Sir, It is all over the place that B is about to go bankrupt. Can you get me insured against this risk for £500?—A." The broker, on his way to Lloyds, dropped this letter in the street, where it was picked up by a friend of B, who showed it to the latter. B thereupon brought an action for libel against A, and has been awarded £1,000 damages by the jury. The jury found (I) that B was not insolvent, but that a rumour to that effect had been current, and (II) that there was no malice on A's part in writing the letter. Judgment has been entered against A. This is an appeal to set aside the judgment.

Mr. C. F. S. Spurrell and Mr. A. J. R. Whiteway appeared for the appellants; and Mr. H. Quennell and Mr. A. G. O. Russ appeared for the respondents. Judgment was given for the respondents. The Moot was very well attended, and it is hoped that it may be possible to hold others at regular intervals.

Law Students' Journal.

To Secretaries.—Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office *not later* than 4 p.m. Wednesday.

Law Students' Debating Society.

At a meeting of the Society, held at the Law Society's Hall, on Tuesday, 27th day of January, 1925 (Chairman, Mr. P. S. Pitt), the subject for debate was "That this House regrets the tone and method of presentation of the British Note to the Egyptian Government." Mr. E. G. M. Fletcher opened in the affirmative. Mr. C. Binney opened in the negative. The following members also spoke: Messrs. Raymond Oliver, R. D. C. Graham, V. R. Aronson, John F. Chadwick, W. S. Jones, W. M. Pleadwell, Miss C. Morrison, H. Malone, J. R. Amphlett, J. H. F. Gethin, and J. W. Morris. The opener having replied, the motion was lost by seven votes to fifteen. There were twenty-one members and two visitors present.

Sheffield and District Law Students' Society.

At a meeting held in the Law Library, Bank Street, Sheffield, on Tuesday, the 20th inst., when Mr. Cecil H. Armatys was in the chair, the subject for debate was as follows: "Swiveller agrees to take an assignment from Quilp of the lease of an unfurnished house. After the date of the contract, and before completion, Quilp murders his wife in the house and commits suicide therein. Can Quilp's executors make Swiveller pay damages if he refuses to complete?" Mr. D. Dunn, supported by Mr. A. B. Thorneloe, opened on behalf of the affirmative and Mr. R. L. Frank on behalf of the negative. An interesting discussion followed, in which all the members present participated. After the chairman had summed up, the question was put to the vote and decided in the affirmative by six votes to five.

Companies.

Midland Bank Limited.

The Ordinary General Meeting of the Midland Bank Limited, was held at the Cannon Street Hotel, London, E.C.4, on 27th January, 1925.

The Chairman (The Right Hon. R. McKenna), who presided, pointed out that during the year that has just elapsed Europe has made a remarkable approach to stable conditions of money. After almost unparalleled inflationary excesses a painful struggle is being made towards balanced budgets, national solvency, and a sound monetary basis. In England inflation was never carried to a point at which alarm could be felt for the permanent stability of our currency, but we have not been without our own anxieties.

The larger movements in the sterling-dollar exchange have followed the course of the policy of the Federal Reserve Board. That policy has determined rates for money in the United States. When rates of interest were high, floating balances were held in New York and dollars bought in order to lend in that centre. When rates were low, dollars were sold and floating balances in sterling retained in order to lend in London. Thus money rates may exercise a powerful though temporary influence on the exchange through the transfer of balances. Ultimately the rate of exchange must approximate to the relation between the price levels in the two countries, but although this is the dominant factor there are other influences to which the exchange is sensitive and which operate upon it before the movements in price level can exercise their full effect. The recent rise of sterling in relation to the dollar has gone considerably ahead of changes in price level, but if the rise is maintained we may be sure the price levels will finally conform to the new relation of value between the currencies.

There are many hopeful indications in the foreign situation. But however important the restoration of Europe may be it cannot bring us prosperity unless our internal conditions are sound. The pressure of taxes, which is far heavier in this country than in any other in the world, is too great for our trade to bear. Economy in national expenditure is vital. With international pacification and with reasonable reductions in taxation it will remain only for all to unite in one sincere co-operative effort to assure conditions of lasting prosperity.

FOR OFFICES or RESIDENTIAL purposes BAKER STREET, W. (occupying important corner position). Fine upper part; entirely self-contained, with imposing entrance from Baker-street; 5 rooms (2 very large) on first floor, 5 (or 7) other rooms and 2 bathrooms above. Rent £750 per annum inclusive.—Agents, FOLKARD AND HAYWARD, F.A.I., 115, Baker-street, W.1.

Legal News.

Appointments.

Mr. ROBERT BOOTH, assistant solicitor to Oldham Borough Council, has been appointed to a similar position at Cardiff, at a salary of £450 per annum.

Mr. Booth was educated at Rastrick Grammar School. In 1912 he entered the service of Brighouse Town Council, under Mr. James H. Rothwell, the then town clerk (now town clerk of Brighton). Joining H.M. Forces in May, 1915, he served until February, 1919.

Mr. Booth returned to the Brighouse town clerk's office and in August, 1920, was articled to Mr. P. T. Grove, LL.B., the town clerk. When admitted a solicitor in June, 1922, he was holding the appointment of assistant town clerk and assistant clerk to the justices. In January, 1923, he obtained the appointment of assistant solicitor to the county borough of Oldham, under Mr. J. J. Williams, LL.M., town clerk.

At Oldham he has conducted all Corporation prosecutions and county court actions, and has carried through all conveyancing matters.

Mr. NIGEL S. PAIN, solicitor to the Corporation, has been appointed Deputy Town Clerk of Birkenhead in succession to Mr. Edmund Spencer, who retired.

Mr. Pain was educated at Winchester College, and in 1910 was articled to the late Sir Harcourt E. Clare, clerk of the peace and clerk to the Lancashire County Council. He joined the Army in July, 1915, and served until January, 1919. In November of the same year Mr. Pain passed his final examination, and was appointed in January, 1920, managing clerk to Messrs. Sherwood & Co., Parliamentary Agents, of Westminster. He obtained his present appointment of assistant solicitor to the Birkenhead Corporation in May, 1922.

Obiter.

Mr. A. J. Lawrie, K.C., and a Bench of Justices, at the London Sessions last week allowed the appeal of Barney Davis against a conviction by Mr. Fleming, at the Lambeth Police Court, for receiving six dozen caps, the property of Gaunt & Hudson, Ltd., well knowing them to have been stolen, a sentence of two months' imprisonment in the second division, and a recommendation for deportation. At the conclusion of the evidence for the prosecution, Sir Henry Curtis Bennett, K.C., defending, submitted that there was no case against the appellant to justify a conviction. In announcing the decision of the Bench, Mr. Lawrie said that they were satisfied no jury would have convicted on the evidence. The appeal would be allowed. The appellant was thereupon discharged.

His Honour Judge Griffith Caradoc Rees, of Max Gate, Ebbertson-road, Rhos-on-Sea, Denbigh, County Court Judge on the North Wales Circuit, Liberal M.P. for the Arton Division of Carnarvonshire 1910-1917, and a former Parliamentary Secretary to the Home Office, previously unsuccessful candidate for Denbigh Boroughs, and election agent for Lord Leverhulme (then Mr. W. H. Lever), and in his early days a solicitor, who died on 20th September, aged 52, left estate of the gross value of £9,241, with net personalty £16. He left £200 to his housekeeper, Mrs. Margaret Jones, for her faithful service, and £150 for the erection of a suitable grave stone for his parents.

On charges of alleged embezzlement and fraudulent conversion of moneys of the Cannock Agricultural Company, involving, according to the statement of the prosecuting solicitor, a total of about £10,000, William Henry Williams, who has been for twenty years managing director and secretary of the company, was committed at Cannock for trial at the Staffordshire Assizes. The accused pleaded "Not Guilty," and reserved his defence.

The Charter and Statutes of the University of Liverpool provide that the General Council of the Bar shall appoint one Member of the Court, the Supreme Governing Body of the University, and the period for which such appointment lasts is three years. In pursuance of such provision, the Council has re-appointed His Honour Judge Dowdall, K.C., as their representative.

At Bow-street Police Court recently, before Sir Chartres Biron, John William Hutchings, twenty-one, motor-cycle mechanic, of Hanley-road, Stroud Green, was remanded in custody on a charge of being concerned with others in stealing and receiving from Leicester-place, W., a motor-car valued at £475, belonging to Mr. Louis Mackie, motor salesman, of Shirehall-lane, Hendon.

The Armstrong College of the University of Durham, having become an approved school under the Solicitors Act, 1922, invited the Bar Council to nominate a representative to serve on their Legal Studies Advisory Committee, and the Council were pleased to nominate Mr. H. S. Mundahl as their representative.

The Bar Council has passed a resolution expressing regret at the death of Sir Reginald Acland, K.C., who, as a member of the Council for many years, had taken an active part in its proceedings, and in promoting the interests of the members of the Bar. A letter of sympathy was sent to Lady Acland in accordance with the resolution.

After digging and filling in a grave, for which work he received 23s., Frederick Mead, a labourer, of Markyate, near Dunstable, went to the local Labour Exchange and drew unemployment benefit. He was summoned at Dunstable last week for obtaining unemployment benefit by making a false representation, and was fined £2.

The Charter of the University of Bristol provides that the General Council of the Bar shall appoint one representative on the Court of the University, and in pursuance thereof the Council has appointed Mr. H. Holman Gregory, K.C., in the place of the late Mr. J. Alderson Foote, K.C.

A sentence of six months' imprisonment, with hard labour, imposed by Sir Chartres Biron at Bow-street Police Court on Sidney Garratt, 31, on being convicted as a rogue and vagabond, was reduced on appeal at the London Sessions to three months' imprisonment with hard labour.

Complimentary references were made at Gloucester Town Council to the fact that Mr. G. Sheffield Blakeway, the town clerk, had held office longer than any of his predecessors. Mr. Blakeway was appointed in 1883, and has therefore been town clerk of Gloucester for forty-one years.

The Bar Council has nominated Mr. J. W. M. Holmes for appointment by the Lord Chancellor to represent the Council upon the Royal Courts of Justice Refreshment Committee in the place of the late Mr. P. S. Stokes.

On the invitation of the British Government, the ninth International Prison Congress will be held in London this year, at a date to be definitely fixed, when the arrangements are more advanced.

Four men summoned to serve on the Grand Jury at the Old Bailey last week were fined £10 each for non-attendance.

LAW SOCIETY'S PROSECUTION.

John Snook, an elderly man, of Capstone-road, Bournemouth, was at Bournemouth Police Court recently fined £10 and ordered to pay 5s. costs for wilfully and falsely pretending to be a solicitor. He wrote a letter on behalf of another person in reference to a debt which stated: "I am instructed to take proceedings unless settled within seven days." Beneath his signature he wrote: "Enquiry agent, collector of accounts, courts attended." The defendant said he wrote the letter in ignorance that he was committing an offence. He humbly apologized to The Law Society (who prosecuted) and promised not to repeat the offence.—*Times.*

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday ..Feb. 2	Mr. Ritchie	Mr. More	Mr. More	Mr. Jolly
Tuesday 3	Synge	Jolly	Jolly	More
Wednesday ... 4	Hicks Beach	Ritchie	More	Jolly
Thursday 5	Bloxam	Synge	Jolly	More
Friday 6	More	Hicks Beach	More	Jolly
Saturday 7	Jolly	Bloxam	Jolly	More

Date.	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday ..Feb. 2	Mr. Bloxam	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge
Tuesday 3	Hicks Beach	Bloxam	Synge	Ritchie
Wednesday ... 4	Bloxam	Hicks Beach	Ritchie	Synge
Thursday 5	Hicks Beach	Bloxam	Synge	Ritchie
Friday 6	Bloxam	Hicks Beach	Ritchie	Synge
Saturday 7	Hicks Beach	Bloxam	Synge	Ritchie

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality. [ADVT.]

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement. Thursday, 5th February 1925.

	Middle Price. 28th Jan.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	57⅞	4 6 6
War Loan 5% 1929-47	101¼	4 18 6
War Loan 4½% 1925-45	97½	4 12 6
War Loan 4% (Tax free) 1929-42	101⅛	3 19 0
War Loan 3½% 1st March 1928	97 3/16	3 13 0
Funding 4% Loan 1960-90	90	4 9 0
Victory 4% Bonds (available at par for Estate Duty)	93½	4 6 0
Conversion 4½% Loan 1940-44	97 3/16	4 12 6
Conversion 3½% Loan 1961	78 5/16	4 9 6
Local Loans 3% 1921 or after	66¼	4 11 0
Bank Stock	258	4 13 0
India 4½% 1950-55	89	5 1 0
India 3½%	68½	5 2 6
India 3%	58¼	5 3 0
Sudan 4½% 1939-73	95½	4 14 0
Sudan 4% 1974	88	4 11 0
Transvaal Government 3% Guaranteed 1923-53	80¼	3 15 0
Colonial Securities.		
Canada 3% 1938	82⅜	3 12 6
Cape of Good Hope 4% 1916-36	92¼	4 6 6
Cape of Good Hope 3½% 1929-49	80½	4 7 0
Commonwealth of Australia 4½% 1940-60	96½	4 18 0
Jamaica 4½% 1941-71	97½	4 12 0
Natal 4% 1937	92¾	4 7 0
New South Wales 4½% 1935-45	95	4 14 6
New South Wales 4% 1942-62	85⅜	4 13 6
New Zealand 4½% 1944	98½	4 12 0
New Zealand 4% 1929	96½	4 3 0
Queensland 3½% 1945	77⅛	4 10 0
South Africa 4% 1943-63	90¾	4 8 0
S. Australia 3½% 1926-36	86	4 1 6
Tasmania 3½% 1920-40	83½	4 3 6
Victoria 4% 1940-60	89	4 10 0
W. Australia 4½% 1935-65	95	4 15 0
Corporation Stocks.		
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 0
Bristol 3½% 1925-65	77	4 11 0
Cardiff 3½% 1935	88½	3 19 0
Croydon 3% 1940-60	69½	4 7 0
Glasgow 2½% 1925-40	77	3 5 0
Hull 3½% 1925-55	78½	4 9 0
Liverpool 3½% on or after 1942 at option of Corpn.	76½	4 11 6
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55¼	4 10 6
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65½	4 12 0
Manchester 3% on or after 1941	65½	4 12 0
Metropolitan Water Board 3% 'A' 1963-2003	65½	4 12 0
Metropolitan Water Board 3% 'B' 1934-2003	66½	4 11 0
Middlesex C.C. 3½% 1927-47	81	4 6 6
Newcastle 3½% irredeemable	75½	4 13 0
Nottingham 3% irredeemable	65¼	4 12 0
Plymouth 3% 1920-60	69½	4 6 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	85½xd	4 13 0
Gt. Western Rly. 5% Rent Charge	103	4 17 0
Gt. Western Rly. 5% Preference	102½	4 17 6
L. North Eastern Rly. 4% Debenture	83½xd	4 16 0
L. North Eastern Rly. 4% Guaranteed	83	4 16 6
L. North Eastern Rly. 4% 1st Preference	80¼	4 19 0
L. Mid. & Scot. Rly. 4% Debenture	83⅛	4 16 0
L. Mid. & Scot. Rly. 4% Guaranteed	83½	4 16 0
L. Mid. & Scot. Rly. 4% Preference	81	4 19 0
Southern Railway 4% Debenture	83¼xd	4 16 0
Southern Railway 5% Guaranteed	102½	4 17 6
Southern Railway 5% Preference	101½	4 18 6